

EXHIBIT C

		any payroll records. <i>Zeng Liu v. Jen Chu Fashion Corp.</i> , 2004 U.S. Dist. LEXIS 35, at *9 (S.D.N.Y. Jan. 7, 2004)(citing <i>Anderson v. Mt. Clemens Pottery Co.</i> , 328 U.S. 680, 687-88, 66 S. Ct. 1187, 1192, 90 L. Ed. 1515 (1946)).	
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II. NYLL Overtime under the Hospitality Industry Wage Order (12 NYCRR § 146-1.4)

Elements		Citation	Summary of Facts to Establish Element
1	Defendants employed the Plaintiffs	12 NYCRR 146-3.2; <i>Thomas v. River Greene Constr. Grp. LLC</i> , 2018 U.S. Dist. LEXIS 209561, at *12 (S.D.N.Y. Dec. 11, 2018)(FLSA and NYLL definitions of "employer" are co-extensive).	See 1.1-1.3 of FLSA Overtime claim, supra.
2	Plaintiffs were "employees" covered by the Hospitality Industry Wage Order	12 NYCRR 146-3.2	See 1.1-1.3 of FLSA Overtime claim, supra.; Rosso Uptown, Ltd. was a restaurant. Gammella Dep. 21; Tizzano Dep. 8:11-13.
3	Defendants failed to pay Plaintiffs overtime pay for overtime hours worked	12 NYCRR 146-1.4; The Plaintiffs' may estimate hours worked and wages paid based upon their recollection as the Defendants have not produced any payroll records. <i>Zeng Liu v. Jen Chu Fashion Corp.</i> , 2004 U.S. Dist. LEXIS 35, at *9 (S.D.N.Y. Jan. 7, 2004)(citing <i>Anderson v. Mt. Clemens Pottery Co.</i> , 328 U.S. 680, 687-88, 66 S. Ct. 1187, 1192, 90 L. Ed. 1515 (1946)).	Plaintiffs were paid a fixed salary for all hours worked. Plaintiffs will rely on their sworn testimony as to the salary paid and hours worked.

III. Spread of Hours Pay (12 NYCRR 146-1.6)

Elements		Citation	Summary of Facts to Establish Element
1	Defendants employed the Plaintiffs	12 NYCRR 146-3.2; <i>Thomas v. River Greene Constr. Grp. LLC</i> , 2018 U.S. Dist. LEXIS 209561, at *12	See 1.1-1.3 of FLSA Overtime claim, supra.

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Elements		Citation	Summary of Facts to Establish Element
1	Defendants employed the Plaintiffs	NYLL 190(3); <i>Thomas v. River Greene Constr. Grp. LLC</i> , 2018 U.S. Dist. LEXIS 209561, at *12 (S.D.N.Y. Dec. 11, 2018); (FLSA and NYLL definitions of "employer" and "employee" are co-extensive).	See 1.1-1.3 of FLSA Overtime claim, supra.
2	Plaintiffs were "employees"	NYLL 190(2); <i>Thomas v. River Greene Constr. Grp. LLC</i> , 2018 U.S. Dist. LEXIS 209561, at *12 (S.D.N.Y. Dec. 11, 2018); (FLSA and NYLL definitions of "employer" and "employee" are co-extensive).	See 1.1-1.3 of FLSA Overtime claim, supra.
3	Defendants did not furnish Plaintiffs "a statement with every payment of wages"	NYLL 195(3); NYLL 198	Plaintiffs will rely on their sworn testimony. Defendants have not produced any wage statements.

b. **Defendants' Defenses**

Michael Tizzano

For the legal arguments presented I deny all liabilities.

6. Statement of Relief Sought.

a. **Plaintiffs' Position:** Plaintiffs seek compensatory damages as follows:

- i. Overtime;
- ii. Liquidated Damages equal to Overtime;
- iii. Spread of Hours Pay;
- iv. Liquidated Damages equal to Spread of Hours Pay;
- v. Statutory Damages for Hiring Notice Violations;
- vi. Statutory Damages for Wage Notice Violations;
- vii. Prejudgment interest;
- viii. Should the Plaintiffs prevail at trial, Plaintiffs' counsel will seek a separate

		(S.D.N.Y. Dec. 11, 2018)(FLSA and NYLL definitions of "employer" and "employee" are co-extensive).	
2	Plaintiffs were "employees" covered by the Hospitality Industry Wage Order	12 NYCRR 146-3.2	See 1.1-1.3 of FLSA Overtime claim, supra.; Rosso Uptown, Ltd. was a restaurant. Gammella Dep. 21; Tizzano Dep. 8:11-13.
3	Defendants failed to pay Plaintiffs "spread of hours pay" for each workday in which the spread of hours exceeded 10.	12 NYCRR 146-1.6; NYLL 198	Plaintiffs were paid a fixed salary for all hours worked. Plaintiffs will rely on their sworn testify as to the wages paid and hours worked.
IV. Wage Notice Violations (NYLL §§ 195(1) & 198)			
Elements		Citation	Summary of Facts to Establish Element
1	Defendants employed the Plaintiffs	NYLL 190(3); <i>Thomas v. River Greene Constr. Grp. LLC</i> , 2018 U.S. Dist. LEXIS 209561, at *12 (S.D.N.Y. Dec. 11, 2018); (FLSA and NYLL definitions of "employer" and "employee" are co-extensive).	See 1.1-1.3 of FLSA Overtime claim, supra.
2	Plaintiffs were "employees"	NYLL 190(2); <i>Thomas v. River Greene Constr. Grp. LLC</i> , 2018 U.S. Dist. LEXIS 209561, at *12 (S.D.N.Y. Dec. 11, 2018); (FLSA and NYLL definitions of "employer" and "employee" are co-extensive).	See 1.1-1.3 of FLSA Overtime claim, supra.
3	Defendants did not furnish Plaintiffs "in writing in English and in the language identified by [them as] the[ir] primary language...a notice" at the time of hiring.	NYLL 195(1); NYLL 198	Plaintiffs will rely on their sworn testimony. Defendants have not produced any hiring notices.
V. Wage Statement Violations (NYLL §§ 195(3) & 198)			